



# Commonwealth of Kentucky

## SOLICITATION

TITLE: Energy Star Schools Publication

DATE ISSUED	SOLICITATION CLOSES	SOLICITATION NO.
2007-06-06	Date: 2007-06-20 Time: 16:30:00	RFP 855 0700000787

I S S U E D  B Y	500 MERO ST, 12th FL CPT DONNA NORTON	A D D R E S S  T O	Please see the Terms and Conditions For Information on where to submit Your Bid/Proposal.
V E N D O R	Name:	R E M I T  T O	Name:
	Address:		Address:
	City, State Zip Code:		City, State Zip Code:
	Phone #:		Phone #:
	Email Address:		Email Address:
	Contact Name:		Contact Name:
	Contact Email:		Contact Email:
	Vendor Customer (VC) #:		Vendor Customer (VC) #:

FOR INFORMATION CALL:  
DONNA NORTON  
502-564-7192

ONLINE BIDDING PROHIBITED  
Yes

OWNERSHIP TYPE:  
☐ Sole Proprietorship ☐ Partnership ☐ Corporation

SIGNATURE OF AUTHORIZED AGENT IS REQUIRED UNLESS RESPONSE IS SUBMITTED ELECTRONICALLY

FAILURE TO SIGN SHALL RENDER THE BID INVALID.

Signature X \_\_\_\_\_ FEIN# \_\_\_\_\_ DATE \_\_\_\_\_

All offers subject to all terms and conditions contained in this solicitation.

Line Items

Line Group: Default

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Cost	Line Total Or Contract Amt
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1 Energy Star Schools Publication

Comm Code	Comm Description	Manufacturer	Model #	Man Part #
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91800 CONSULTING SERVICES

Extended Description

With the issuance of the RFP, the Governor's Office of Energy Policy, seeks to contract with a firm to write and print a publication illustrating case studies of Energy Star Schools in Kentucky.

B I L  T O	508679	S H I P  T O	508679
	OFFICE OF ENERGY POLICY		OFFICE OF ENERGY POLICY
	500 MERO STREET		500 MERO STREET
	CAPITAL PLAZA TOWER, 12TH FLOO		CAPITAL PLAZA TOWER, 12TH FLOO
	FRANKFORT KY 40601		FRANKFORT KY 40601
	US		US

Evaluation Criteria			
The following criteria will be used when determining the award of this solicitation			
Code	Criteria Description	Points	Vendor Response (DO NOT LIST PRICES IN THIS SECTION. UNIT PRICES AND TOTAL PRICES MUST BE FILLED IN ADJACENT TO THEIR LINE ITEMS.)

	Responsiveness to this RFP	35
PRICE	Lowest Bidder Receives Points	15
	Expertise of Contractor with Energy Star Buildings	50

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## Request for Proposals

### ENERGY STAR Schools in Kentucky: Case Studies

June 6 – 20, 2007

#### **Purpose**

The Governor's Office of Energy Policy (GOEP) oversees the implementation of Kentucky's comprehensive energy strategy. The 54 Recommendations that make up the strategy embody Governor Fletcher's guiding principles for Kentucky's energy future:

- Maintain Kentucky's low-cost energy;
- Responsibly develop Kentucky's energy resources; and
- Preserve Kentucky's commitment to environmental quality.

[*Kentucky's Energy: Opportunities for our Future* can be accessed at [www.energy.ky.gov/energyplan](http://www.energy.ky.gov/energyplan).]

On October 12, 2006 Governor Fletcher signed Executive Order 2006-1297 to expedite the planning and design of high performance, energy efficient schools that can be ENERGY STAR certified.

GOEP's Division of Renewable Energy and Energy Efficiency provides leadership to maximize the benefits of energy efficiency and alternate energy through awareness, technology development, energy preparedness, and new partnerships and resources.

ENERGY STAR is a national, voluntary program sponsored and developed by the U.S. Environmental Protection Agency (EPA) and the U.S. Department of Energy (DOE). ENERGY STAR helps businesses, governments, schools and individuals protect the environment through superior energy efficiency.

**With the issuance of this RFP, the Governor's Office of Energy Policy seeks to contract with a firm to write and print a publication illustrating case studies of ENERGY STAR Schools in Kentucky.**

#### **Objective**

Produce **300** copies of a publication featuring the advantages of designing and building ENERGY STAR schools in Kentucky. The publication should:

- Be designed for an audience that includes key decision makers involved in the process of building or operating school buildings in Kentucky – school board members, superintendents, administrators, and facilities managers.
- Be a marketing piece that candidly highlights the advantages of ENERGY Star certified schools. As such, it should not be overly technical in its presentation of the facts. The publication should have an easily readable style.

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-Explain how and why to use ENERGY STAR.

-Explain the importance of building envelope, mechanical/lighting systems and operations & maintenance in achieving ENERGY STAR.

-Present “case studies” of each of Kentucky’s [now] nine ENERGY STAR schools.

-Be brief and on point.

The overarching message should be:

-School districts should build and operate ENERGY STAR schools

-ENERGY STAR makes sense – there are real and measurable benefits to ENERGY STAR-labeled schools,

-It’s being done in Kentucky, as well as the rest of the country, and

-These buildings have value and they are cost-effective.

### **The Publication**

The publication should be organized as follows.

*Executive Summary* – A short summary of what the case studies demonstrate and the benefits of ENERGY STAR for the school district.

#### *Section 1. Overview of ENERGY STAR*

-What is ENERGY STAR? How does the program work for school buildings?

-Why should school districts adopt ENERGY STAR? What are the benefits?

-Energy savings (annual, life of building) – average savings of case studies relative to their peers?

-Reduction in energy consumption – same benchmarks.

-Avoided emissions. Better stewards of the environment.

-[Potentially] Better indoor air quality, ventilation and illumination.

-Use the building as an energy efficiency teaching tool.

-Performance based - build to a standard; measure to that standard

-(National) Recognition that school administration is being fiscally and environmentally responsible.

-ENERGY STAR schools are a better value – construction costs vs. operational costs – simple payback?

-Others are using ENERGY STAR. How many school building (nationally) have received the ENERGY STAR designation? How many buildings (of all types) are ENERGY STAR buildings? What is the

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financial impact?

-What is the potential dollar savings if all new schools in Kentucky are built to ENERGY STAR level? (benchmark could be a “to code” school or Score 50 school)

## Section 2. *How to achieve ENERGY STAR*

-Using the ENERGY STAR Web site

-New Buildings/Retrofit

- “Designed to Earn the ENERGY STAR” designation
- Target Finder – establish a goal
- Energy modeling – analyze design
- Portfolio Manager – track performance

-Existing Buildings

- If you have buildings that don’t qualify, use the ENERGY STAR Challenge to improve energy performance
- Must address envelope, mechanicals and building operation.
- Importance of top-level commitment to energy efficiency. How to set up an energy management plan. [See 7 steps at [http://www.energystar.gov/index.cfm?c=guidelines.guidelines\\_index](http://www.energystar.gov/index.cfm?c=guidelines.guidelines_index) ]

-Next steps – if you’re serious.

- 3 to 5 macro level steps – reference back to ENERGY STAR protocol

## Section 3. *Case studies*

-This section will include a 1-2 page standardized set of information on each of Kentucky’s nine (as of 5/3/07) ENERGY STAR schools.

-Includes a picture of the schools.

-Standard information items include:

<b>Physical</b>	<b>Recognition</b>	<b>Performance</b>
Name of school	Schools district	ENERGY STAR score
Year built / renovated	Superintendent	For year ending xx/xx/xxxx
Location	Principal	Site energy use summary (kBtu), by energy source
Gross building area (sq ft)	Architect	Energy intensity (kBtu/ft <sup>2</sup> -yr) both site and source
Number of students [design and enrollment]	Engineer	Annual energy cost; cost per sq ft
Grade levels (or ES, MS or HS)		Annual energy savings, per sq ft (against similar schools in district)
Construction cost; cost per sq ft (exclude land cost)		

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-Give performance of similar schools (i.e. same grade level) in the district using same year.

-Would be useful to have a short quote from a teacher, administrator, staff member or student talking about the building.

-Provide a brief discussion of the technology and/or techniques that contribute to the school being labeled as ENERGY STAR.

### **Proposal Requirements**

Respondents shall submit a detailed project plan for producing the publication. The plan shall include the following:

-A narrative description of the plan for producing the publication;

-A detailed schedule;

-Identification of project deliverables;

-Resumes of personnel who will be involved in the project and a description of the ways and degrees that they will be involved; (please provide resumes of all key personnel who will work on the project and a management organization chart); and,

-A detailed budget for each task, including, but not limited to, personnel charges, fringe benefits, materials and travel.

### **Relative Importance of Particular Qualifications**

After determining that a proposal includes all required information and data, the Governor's Office of Energy Policy will evaluate the proposal based on the following criteria:

Expertise of contractor with ENERGY STAR buildings: 50 points

Responsiveness to this Request for Proposals: 35 points

Cost 15 points

### **General Information**

Respondents are advised that any personal service contract resulting from this RFP must comply with all applicable provisions of KRS 45A and KRS 12.210 prior to its becoming effective. The Governor's Office of Energy Policy reserves the right to cancel this RFP at any time for any reason. A contract, based on this RFP, may or may not be awarded. Any contract award from this RFP is invalid until properly approved and executed by the Finance and Administration Cabinet.

All contracts awarded resulting from this RFP will terminate on or before **December 31, 2007**. Proposals should be structured to be completed by this date.

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The publication produced will be made publicly-available via the Governor's Office of Energy Policy's web site.

Proposals submitted against this RFP must be received in hardcopy form no later than **June 20th, 2007 at 4:30 p.m. Eastern Time**. Proposals that arrive after this date and time will not be considered.

Respondents shall submit one original and three copies of the proposal in hardcopy form, marked "Energy Star Schools Publication" to the following address:

Governor's Office of Energy Policy  
Division of Renewable Energy and Energy Efficiency  
12<sup>th</sup> Floor, Capital Plaza Tower  
500 Mero Street  
Frankfort, KY 40601  
Attention: Greg Guess

The proposal shall be submitted electronically to the Governor's Office of Energy Policy, to the following email address: Gregory.Guess@ky.gov.

#### **Personal Service Contract Terms and Conditions**

Whereas, the state agency has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and whereas, the second party is available and qualified to perform such function, and whereas, for the hereinbefore-stated reasons, the state agency desires to avail itself of the services of the second party.

#### **Invoices for fees:**

The contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.

#### **Travel expenses, if authorized:**

The contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of the contract.

#### **Other expenses, if authorized herein:**

The contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of the contract.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by state government.

I. Invoicing for fee: the contractor's fee shall be original invoice(s) and shall be documented by the contractor. The invoice(s) must conform to the method described in the specifications of the contract.

II. Invoicing for travel expenses: the contractor must follow instructions described in the specifications of



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the contract. Either original or certified copies of receipts must be submitted for airline tickets, motel bills, restaurant charges, rental car charges, and any other miscellaneous expenses.

III. Invoicing for miscellaneous expenses: the contractor must follow Instructions prescribed in the specifications of the contract. Expenses submitted shall be documented by original or certified copies.

**Effective date:**

This agreement is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Government Contract Review Committee.

Payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after Government Contract Review Committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

**Social Security: (check one)**

\_\_\_\_\_ the parties are cognizant that the state is not liable for social security contributions pursuant to 42 U.S. Code, Section 418, relative to the compensation of the second party for this contract.

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**Cancellation:**

The state agency shall have the right to terminate and cancel this agreement at any time not to exceed thirty (30) days' written notice served on the contractor by registered or certified mail.

**Purchasing and specifications:**

The contractor certifies that he will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of interest laws and principles, "he" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he" is construed to mean any person with an interest therein.

**Conflict-of-interest laws and principles:**

The contractor certifies that he is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract will not be violating either any conflict of interest statute (KRS45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

**Choice of law and forum.**

All questions as to the execution, validity, interpretation, construction and performance of this agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree

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that any legal action which is brought on the basis of this agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

**Discrimination:**

(because of race, religion, color, national origin, sex, age, or disability) prohibited. This section applies only to contracts utilizing federal funds, in whole or in part.

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, age or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, age or disability.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the secretary of labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

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7. The contractor will include the provisions of paragraphs (1) through (7) of Section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **Campaign finance.**

The contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

#### **Certification.**

The state agency certifies that it is in compliance with the provisions of KRS 45A.695.

"access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract". The contractor, as defined in KRS 45A.030(7), agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Furthermore, any books, documents, papers, records, or other evidence provided to the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the contract. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information which would otherwise be subject to public release if a state government agency was providing the services.

#### **Violation of tax and employment laws.**

KRS 45A.485 requires the contractor to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, the contractor shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final

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determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the contractor shall be in continuous compliance with the provisions of those statutes which apply to the contractor's operations, and that the contractor's failure to reveal a final determination as described above or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and the contractor's disqualification from eligibility for future state contracts for a period of two (2) years.

Contractor must check one:

- ☐ The contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.
- ☐ The contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). A list of such determination(s) is attached